Request for City Council Committee Action
from the Information Technology Department

Date   June 11, 2013

To: The Honorable Betsy Hodges, Chair, Ways and Means Committee

Subject: Amend ShotSpotter Contract C-35511

Recommendation: Authorize proper City officials to:
                a) Amend contract C-35511 with ShotSpotter, Inc. to include
                   ShotSpotter Flex hosted subscription service
                b) Customize the liability terms and conditions

Prepared by   Robert Arko, Contract Administrator, 673-3984

Submitted by   Otto Doll _____, 673-3633
                              Chief Information Officer

Approved by   Paul Aasen _____
                                 City Coordinator

Presenter in Committee   Otto Doll

Policy Review Group   __X__ Not Applicable

Permanent Review Committee (PRC)   __X__ Approved March 14, 2013

Prior Related Directives:
- April 13, 2012: Approval to execute a contract with ShotSpotter, Inc. for five
  years of maintenance and support of gunfire detection system, through March
  2017 in an amount not to exceed $270,000.
- September 21, 2012: Increase contract with ShotSpotter, Inc. by $80,640 for
  replacement equipment for the gunfire detection system.

Financial Impact: None. No additional appropriation is required.

Background/Supporting Information

Contract C-35511 with ShotSpotter, Inc. was established for the vendor to provide support and maintenance of the City's gunfire detection system through 3/21/17. The system currently encompasses both a hardware and software licensing component and is owned by the City. The hardware consists of sensors that detect gunfire, which are deployed in the field. The software is currently loaded onto Unisys servers per the City's outsourcing contract for the City to access. The hardware and software provided by ShotSpotter is proprietary; the sensors are developed by ShotSpotter to interface with their gunfire detection application.

ShotSpotter has developed a more robust application called ShotSpotter Flex that is only offered as a hosted subscription service through ShotSpotter directly. The Flex software is accessed through a web interface, so mobile computers with a web-based connection can access the application. An iOS and Android version of the application is being developed by ShotSpotter, with an anticipated release date of later this year. The ability to access ShotSpotter Flex from mobile devices will be a big boon to the Police Department.

As part of the ShotSpotter Flex system, ShotSpotter would maintain the City's sensor units until they need to be replaced. The replacement of failed units is free of charge. Upon replacement, the new sensors will be owned by ShotSpotter. This eliminates the need for the Police Department to find capital to pay for the replacement of the City's infrastructure. To be clear, there is no transfer of assets – it's a case of the City's failed sensor being removed and a vendor owned sensor being put in its place.

IT has reviewed the ShotSpotter Flex system with the vendor and determined that the infrastructure and information security measures in place at ShotSpotter's site are acceptable.

The vendor is offering ShotSpotter Flex for the City's current coverage area at the same price that the City pays today (roughly $50,000/year) for support and maintenance of the existing system plus a Cost of Living Adjustment each year. Any additional coverage areas would incur an additional cost.

Request for Approval

IT and the Police Department request approval to authorize proper City officials to:
a) Amend contract C-35511 with ShotSpotter, Inc. to include ShotSpotter Flex hosted subscription service , and
b) Customize the liability terms and conditions to stipulate that:

- ShotSpotter will defend and indemnify the City for claims asserted by third parties that service or software infringes upon a trademark or copyright.
- ShotSpotter does not warrant that the Flex system:
    i. will result in the prevention of crime, apprehension or conviction of any perpetrator
    ii. prevent any loss, death, injury or damage to property
    iii. be operable at all times
- ShotSpotter does not assume responsibility for any decisions, actions, responses, or inaction by the City as a result of or reliance on the Flex system
- There are no consequential damage claims. Therefore, the City may be held liable for ShotSpotter's negligence in any failure to maintain the system
- Except for IP infringement indemnity, ShotSpotter's liability is capped at two times the amount paid under the Contract

The costs for the contract are covered within IT's existing budget. No additional appropriation is required.